

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SEATTLE CREDIT UNION, a Washington  
corporation,

Plaintiff,

vs.

M/V ZEN, Official Number 107735, her  
engines, tackle, apparel, furniture and  
appurtenances, In Rem; and SCOTT R.  
HAGERMAN, In Personam,

Defendant.

IN ADMIRALTY

NO. 21-1290-BJR

ORDER APPOINTING MARINE  
LENDERS SERVICES, LLC  
SUBSTITUTE CUSTODIAN  
AND ORDER AUTHORIZING  
MOVEMENT OF VESSEL

This matter comes before the Court on Plaintiff's Motion for Order Appointing Substitute Custodian. Dkt. No. 4. The U.S. Marshal's Office has informed the Court that it has reviewed the proposed order submitted by Plaintiff for this motion.

Plaintiff, Seattle Credit Union, by and through its attorney of record, Michael Siderius, having made appearance and made the following recitals:

1. On September 23, 2021 the Complaint herein was filed praying that the vessel M/V Zen, Official Number 107735, her engines, machinery, and appurtenances, etc., be condemned and sold to pay plaintiff's claims and for other proper relief.

ORDER APPOINTING MARINE LENDERS SERVICES, LLC  
SUBSTITUTE CUSTODIAN AND ORDER AUTHORIZING  
MOVEMENT OF VESSEL – 1

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1           2.     The Clerk of the Court has been authorized to issue a Warrant for Arrest  
2 of Vessel commanding the United States Marshal for this District to arrest and take the  
3 defendant vessel into custody and to detain it in custody until further Order of this  
4 Court.

5           3.     It is contemplated that the United States Marshal will seize the defendant  
6 vessel forthwith. Custody by the U.S. Marshal requires the services of one or more  
7 keepers at a charge of \$300.00 or more per day for the keepers alone and not  
8 including charges for moorage and the other services usually associated with  
9 safekeeping vessels similar to the defendant vessel.

10          4.     The defendant vessel is currently moored at Marina Mart, 1264 Westlake  
11 Avenue North, Seattle, Washington. In the discretion of the substitute custodian,  
12 immediately after arrest it may be moved to the facility of Marine Lenders Services,  
13 LLC at 5350 - 30th Avenue NW, Seattle, Washington.

14          5.     Plaintiff is agreeable to allow Marine Lenders Services, LLC to assume  
15 the responsibility of safekeeping said vessel and Marine Lenders Services, LLC has  
16 consented to act as her custodian until further Order of this Court. Fees and expenses  
17 to be charged by Marine Lenders Services, LLC will be substantially less than the cost  
18 of leaving the defendant vessel in the custody of the U.S. Marshal.

19          6.     Buck Fowler, Jr. by declaration avers that Marine Lenders Services, LLC  
20 has no interest in the outcome of this lawsuit, can arrange for adequate facilities and  
21 supervision for the proper safekeeping of the vessel, and has obtained liability  
22 insurance with policy limits of not less than \$1,000,000.00 which is expected to be  
23 adequate to respond in damages for loss or injury to the defendant vessel or for  
24 damages sustained by third parties due to any acts, faults, or negligence of said

1 substitute custodian. Further, in his declaration, Buck Fowler, Jr., on behalf of Marine  
2 Lenders Services, LLC, agrees to accept custody of the defendant vessel and its  
3 equipment which is the subject of the action herein, in accordance with the terms of  
4 this Order.

5 7. In consideration of the U.S. Marshal's consent to the appointment of  
6 Marine Lenders Services, LLC, plaintiff agrees to release the United States and the  
7 U.S. Marshal from any and all liability and responsibility arising out of the care and  
8 custody of the defendant vessel and its equipment, from the time the U.S. Marshal  
9 transfers custody of the vessel over to the substitute custodian, and plaintiff further  
10 agrees to indemnify and hold the United States and the U.S. Marshal harmless from  
11 any and all claims whatsoever arising out of the substitute custodian's possession and  
12 safekeeping.

13 THEREFORE, IT IS ORDERED that the U.S. Marshal for the Western District of  
14 Washington be, and is authorized and directed, upon the seizure of said defendant  
15 vessel, its engines, tackle, and all other necessities thereunder appertaining and  
16 belonging, pursuant to the Warrant for Arrest, to surrender the custody thereof to  
17 Marine Lenders Services, LLC as substitute custodian, and that upon such surrender  
18 the U.S. Marshal shall be discharged from all duties and responsibilities for the  
19 safekeeping of said vessel and held harmless from any and all claims arising out of  
20 said custodial services.

21 IT IS FURTHER ORDERED that Marine Lenders Services, LLC, as substitute  
22 custodian, shall see to and be responsible for the safekeeping of the defendant vessel.  
23 Duties of the substitute custodian shall include, but are not limited to, ensuring that  
24 there is adequate, safe moorage for the defendant vessel. The substitute custodian is

1 not required to have a person live on board the defendant vessel, but an officer or  
2 authorized agent of the substitute custodian shall go on board from time to time to  
3 carry out the duties of substitute custodian. No other person shall be allowed to enter  
4 on the defendant vessel except as provided for herein or as otherwise expressly  
5 authorized by Order of this Court.

6 IT IS FURTHER ORDERED that the defendant vessel may be moved by tug or  
7 other safe means from its present moorage to adequate, safe moorage at the facilities  
8 of the substitute custodian on the Lake Washington Ship Canal, Seattle, Washington.  
9 The substitute custodian shall notify the Office of the U.S. Marshal that the vessel is to  
10 be moved and shall again notify the Office of the U.S. Marshal when the vessel has  
11 been moved. Once the vessel has been moved to the facilities of the substitute  
12 custodian, the defendant vessel shall not be moved again without further Order of the  
13 Court.

14 IT IS FURTHER ORDERED that Marine Lenders Services, LLC, as substitute  
15 custodian, may, but is not required to, retain a marine engineer familiar with the vessel  
16 and to take him on board the vessel with authorized agents of Marine Lenders  
17 Services, LLC to assist in the securing of the vessel.

18 IT IS FURTHER ORDERED that Marine Lenders Services, LLC, as substitute  
19 custodian, may, but is not required to, remove those pieces of electronic equipment on  
20 board the vessel, if any, which may be easily removed without damage to the vessel,  
21 and that such removed electronic equipment shall be stored in a safe, secure storage  
22 pending further Order of this Court.

23 IT IS FURTHER ORDERED that Marine Lenders Services, LLC, as substitute  
24 custodian, may, but is not required to, retain such services as are necessary to clean

1 the interior and/or exterior of the vessel, with such cleaning services to be performed  
2 under the supervision of the substitute custodian.

3 IT IS FURTHER ORDERED that plaintiff shall arrange to pay charges for  
4 moorage of the vessel, shall pay the fees and costs of the substitute custodian and  
5 shall reimburse the substitute custodian for costs in securing the vessel, in conducting  
6 the inventory of the equipment on board, in securing the vessel, in having the vessel  
7 cleaned, and for moving the vessel.

8 IT IS FURTHER ORDERED that all authorized expenses, hereafter approved  
9 by the Court, for moorage in an amount not to exceed \$11.00 per foot per month, for  
10 securing and inventory of the vessel in an amount not to exceed \$516.00, for custody  
11 of the vessel and its equipment in an amount not to exceed \$100.00 per week, for  
12 charges for moving the vessel, for charges for securing the vessel, for charges for  
13 cleaning the vessel and for insurance on the vessel, which are incurred by the  
14 substitute custodian or plaintiff for the safekeeping of the defendant vessel and its  
15 equipment, shall be deemed administrative expenses of the U.S. Marshal.

16 IT IS FURTHER ORDERED that plaintiff's attorney shall send a copy of this  
17 Order to the owner of the defendant vessel at the last address known by plaintiff by  
18 certified mail, return receipt requested.

1 DATED this 24th day of September, 2021.

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4 Barbara Jacobs Rothstein  
5 U.S. District Court Judge  
6

7 Presented by:

8 /s/ Michael Siderius

9 Michael Siderius, WSBA 25510  
10 SIDERIUS, LONERGAN & MARTIN, LLP  
11 Attorneys for Plaintiff  
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ORDER APPOINTING MARINE LENDERS SERVICES, LLC  
SUBSTITUE CUSTODIAN AND ORDER AUTHORIZING  
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